



January 5, 2015

**ADDENDUM NUMBER THREE**  
**Questions and Clarifications**

**RE: Request for Proposal (RFP) No. 2015-4105-0512**

**Residential Refuse & Recycling Containers**

Total pages: 4

**QUESTIONS AND CLARIFICATIONS**

**The following questions were submitted via phone or email. We list them below, and their associated responses, for purposes of clarification:**

- 1. QUESTION:** Would the municipalities that are currently participating in this RFP please provide their latest cart prices?

**ANSWER:**

Description	Current Unit Price (excluding taxes)
32/35 gallon refuse/recycling containers	Mesa \$32.76
48/52 gallon refuse/recycling containers	N/A
60/68 gallon refuse/recycling containers	Gilbert \$43.50 Mesa \$41.04
90/98 gallon refuse/recycling containers	Gilbert \$44.37 black \$45.32 blue Mesa \$46.58 Queen Creek \$54.95
In-Mold Labeling (price per container – all sizes)	Mesa \$ 1.60

- 2. QUESTION:** Is the Performance Bond to be applicable through June 30, 2018?  
**ANSWER:** The bond is applicable for the initial three-year term ending Feb 28, 2018.
- 3. QUESTION:** Page 6, B. Qualifications Criteria: 1, c. – What Arizona Licenses will be required for the Bid? What licenses do Gilbert/Mesa consider “Applicable licenses”?  
**ANSWER:** The Municipal Parties are not aware of any licenses applicable to this type of work.
- 4. QUESTION:** Page 6, B Qualifications Criteria: 2, f. – Could you please define “self-performed work”.  
**ANSWER:** This criteria has been omitted.
- 5. QUESTION:** Page 4 at top (and other referenced in the RFP) requires carts to be delivered fully assembled and ready for use. Other references to the carts indicates that carts are to be assembled after received at the Participating Municipal Parties’ locations. Please indicate which of these assembly scenarios the Participating Municipal Parties will require?  
**ANSWER:** Carts do not have to be shipped in a fully assembled state. Completed cart delivery is said to have been accomplished once all of the containers have been transported to the Municipal Parties’ designated delivery site, unloaded, assembled, and stacked as directed by the Solid Waste Department or designated representative. Unit pricing shall reflect carts delivered, assembled, and ready for use, see Exhibit A.
- 6. QUESTION:** We read that the cover letter should be a maximum of 1 page, and we see items that are not considered to count toward the additional 5 page limit for other proposal

information. Please confirm the exact items that must constitute the 5 page proposal? For Example, pages 7-8, Item C. Appendix: 1.16.1, D – Will literature be considered part of the Offeror's Proposal?

**ANSWER:** Literature will be considered part of the proposal and counts toward the page limit. Unless otherwise indicated in section 1.16.1(D) (page limit exclusions), page limit applies to the required information necessary for the evaluation as described in section 1.16.5 Content of the Proposal.

**CLARIFICATION:** Exhibit C (Specification Acceptance) does NOT count toward page limit.

7. **QUESTION:** Please confirm that References from section 1.15.1 B.2.b on page 6 of the Instructions to Bidders can include the references required by same page 6, Item B.2.c. Section 1.16.5, page 9, "References" requires at least 3 references and the form provided by the Participating Municipal Parties leaves space for 3 references. Please clarify the reference requirements.

**ANSWER:** References per section 1.15.1 B.2.c should be from the communities listed in B.2b. Attachment 4 "References" can be reproduced if more than three references are to be considered with Offeror's Proposal.

8. **QUESTION:** Page 14 of Standard Terms and Conditions, Item 3.5 – requires the contractor to make any repairs resulting from warranty claims on parts and/or components. Standard industry roll cart warranties do not include this service, but separate agreements are typically set up as a maintenance contract to service a municipalities' fleet(s). We respectfully request that this service requirement be removed from the specifications, or required as a separate option item.

**ANSWER:** Warranty applicable to this contract is specified in Exhibit B, item 15 Warranty.

9. **QUESTION:** Please confirm that warranty parts and carts replacements have a 45 day delivery timeframe to be met.

**ANSWER:** Yes, per Exhibit B, item 15 Warranty.

10. **QUESTION:** Page 14, and other references in the RFP require that the supplies be delivered, unloaded, assembled, stacked as directed by the Solid Waste Department or designated representative and be ready to be put into intended service. Please confirm that it is the Contractor's responsibility to provide the services of unloading, assembly and stacked as needed, with the direction being provided by the Solid Waste Department or designated representative. Clarification would be appreciated on these issues.

**ANSWER:** See answer to Question 5.

11. **QUESTION:** Page 15, Item 4 of the Standard Terms and Conditions covers the Insurance requirements of the Participating Municipal Parties. Our insurance company's financial strength exceeds the specification of Item 4.1. However, the company is "non-admitted". Will the Participating Municipal Parties consider acceptance of companies that exceed this requirement in classification and strength?

**ANSWER:** Yes.

12. **QUESTION:** The American National Standards Institute, Inc. (ANSI) has established safety and compatibility standards for the waste container industry. This test method was adopted by ANSI and roll cart companies because simply filling the cart with water is known to be inaccurate. Will you accept this test method?

**ANSWER:** Yes, the contractor's third party tester may use the ANSI test method for capacity. Proof of performance test results conducted and certified by a third party may waive the test requirements shown in Exhibit B.

13. **QUESTION:** The specifications require extensive labeling, and each Proposer's carts have a different design, and different available space/locations. Would the Participating Municipal Parties allow Proposers to work with each Participating Municipal Party to vary placement of some markings?

**ANSWER:** Yes.

14. **QUESTION:** Bid Specifications page 9-10, Item 15 "Warranty" – What has been the annual number of warranty claims submitted by the Participating Municipal Parties for each of the past 5 years? What percent of each year's claims were allowed by the contractor? Was the handling fee paid for each allowed claim?

**ANSWER:** The Municipal Parties do not have this information available.

15. **QUESTION:** Bid Specifications page 9-10, Item 15 "Warranty" – requires unloading, stacking, assembly and storage placement. This is not a standard industry warranty requirement. Will the Participating Municipal Parties delete this requirement?

**ANSWER:** No, it will be the responsibility of the contractor to replace/repair the containers, including unloading, stacking, assembly and storage placement.

- 16. QUESTION:** Bid Specifications page 14 – Item “d” requires freight for warranty replacements to be paid by the contractor. Standard industry-wide warranties provide for replacement of parts at no cost to the customer, but do not provide that the seller should bear the cost of shipping those parts to the customer. We request that the Participating Municipal Parties delete this sentence from the specifications.

**ANSWER:** No. However, warranty replacements may be timed with regular orders to allow for full truckload deliveries, but cannot be guaranteed, as frequency and volume of replacements are unknown.

- 17. A) QUESTION:** Bid Specifications page 14 – Item “d” requires a complete cart be provided as warranty replacement if frames, bars or lids fail. This is contrary to industry practice which requires warranty replacement parts for failed parts and bodies for failed bodies. We respectfully request that this requirement be removed from the specifications.

**ANSWER:** No, see next answer shown below.

**B) QUESTION:** The Participating Municipal Parties have suggested in the next sentence of the specification that the “part for part warranty replacement” method may be used. Please confirm that “part for part warranty replacement” is acceptable to the Participating Municipal Parties.

**ANSWER:** Yes, the Municipal Parties will accept part for part warranty replacement for items not requiring full container replacement as stated in Exhibit C, item d. Durability.

- 18. QUESTION:** Exhibit C, item f. Acceptance Testing – Please indicate the cost that will be required for this testing. Also, would the Participating Municipal Parties provide a list of the tests that will be performed, with a description of each?

**ANSWER:** No.

- 19. QUESTION:** Exhibit B, items 2.c.i and ii –We respectfully request that the 32/35 gallon carts have a minimum resin weight of 16 pounds, and the 60-68 gallon carts at a minimum of 22 pounds.

**ANSWER:** Specification will remain as shown in solicitation. Offerors shall submit Exhibit C Technical Specifications Acceptance with their proposal and shall indicate any exceptions to the specifications. Any exceptions should include supporting documentation such as reason for exception, product performance, third party/independent tests, etc.

- 20. QUESTION:** Please confirm that Attachment 5, “Purchase Contract” is included in the document as an example of a contract that may result from award of the RFP, and that Proposers are not required to execute the Purchase Contract with our proposals.

**ANSWER:** Proposers are not required to execute the Purchase Contract (Attachment 5) with their proposal. However, Exhibits A & C within Attachment 5 are required to be submitted with proposal and will become part of the successful Offeror’s purchase contract.

- 21. QUESTION:** Attachment 5, item 10 requires the use of Producer Price Index (PPI) for price adjustment calculations. In lieu of PPI, would the Municipal Parties consider the more current reporting Plastics News and/or Chemical Data, and/or copies of actual resin supplier invoices, and or resin supplier price change letters for documentations?

**ANSWER:** No.

- 22. QUESTION:** When does Queen Creek desire delivery of carts?

**ANSWER:** Queen Creek anticipates contract award within Feb/Mar 2015 with delivery expected per the instructions shown in Exhibit B, Item 17 Delivery.

- 23. QUESTION:** Do the Participating Member Agencies intend to place subsequent orders of carts in truckload quantities with all carts in each truckload shipped to a single location?

**ANSWER:** The Municipal Parties plan to order a majority of their carts in truckload quantities with all carts in each truckload shipped to a single location. The Municipal Parties may mix and match cart sizes and styles to complete a truckload quantity, but reserve the right to order less than truckload quantities in some instances, but not limited to, warranty replacements.

- 24. QUESTION:** Exhibit B Special Terms and Conditions, Item 5 Dimensions requires circumference at grip points. Would the Participating Member Agencies allow a grip point of 81.6 for 96 gallon carts?

**ANSWER:** All dimensions shown in Exhibit D details are nominal and approximate. Ideal circumference at the grip point is an approximate range based on existing vehicle fleet. All containers are to be compatible with current Municipal Parties lifting devices used on all Municipal Parties automated refuse equipment.

**25. QUESTION:** Do the Participating Municipal Parties need for the Contractor to do/offer distribution services, where the Contractor delivers carts to residents?

**ANSWER:** No.

All other specifications, terms and conditions of the solicitation shall remain unchanged.

Note: Please acknowledge your firm's receipt of this addendum in your proposal.

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Enclosures: None.